

BILL NO. S-74-02-20

SPECIAL ORDINANCE NO. S- 22-74

AN ORDINANCE approving a certain bid document
for construction of and equipment for in
connection with Open Space Project OSC-1008

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
WAYNE, INDIANA:

SECTION 1. A certain bid document Ref. No. 564 dated February 6,
1974, between the City of Fort Wayne, by and through its Mayor and the Board of
Park Commissioners, and the following:

MOELLERING CONSTRUCTION CO. - P.O. 3-22855	
two Concrete Tennis Courts for Study Park	\$24,410.00
SILKWORTH CONSTRUCTION CO. - P.O. 3-22856	
Four Tennis Courts for Swinney Park	53,500.00
ARROW FENCE COMPANY - P.O. 3-22857	
Backstop for six tennis courts for Study and Swinney Parks	10,692.00
SCHMIDT ELECTRIC COMPANY - P.O. 3-22858	
Lighting for Tennis Courts - Swinney Park	19,500.00
HERBERT JENNINGS CO. - P.O. 3-22859	
1 Spiral Slide	\$4,175
1 Prefab Park Shelter	4,095
	8,270.00

for a total cost of \$116,372.00, all as more particularly set forth on said bid docu-
ment Ref. No. 564 and said Purchase Orders, which are on file in the office of
the Department of Purchasing, and are by reference incorporated herein and made
a part hereof, are hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and
after its passage and approval by the Mayor.



Councilman

APPROVED AND LEGAL

CITY ATTORNEY

Read the first time in full and on motion by Hanga, seconded by V. Schmidt, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on the _____ day of _____, 197____, at _____ o'clock P.M., E.S.T.

Date: 2-12-74

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Hanga, seconded by V. Schmidt, and duly adopted, placed on its passage.

Passed (~~LOST~~) by the following vote:

	AYES <u>9</u>	NAYS <u>0</u>	ABSTAINED _____	ABSENT _____	to-wit:
BURNS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
HINGA	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
KRAUS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
MOSES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
NUCKOLS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
SCHMIDT, D.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
SCHMIDT, V.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
STIER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
TALARICO	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

DATE: 2-26-74

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (~~Annexation~~) (Special) (~~Appropriation~~) Ordinance (Resolution) No. 2-22-74 on the 26th day of February, 1974.

Charles W. Westerman
CITY CLERK

ATTEST: (SEAL)

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 27th day of February, 1974, at the hour of 11:00 o'clock A. M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 28th day of February, 1974, at the hour of 10:40 o'clock A. M., E.S.T.

Sam A. Rubeo
MAYOR

SUSPENSION OF RULES

BILL NO. A-74-02-20

Councilman Hinga, moved to suspend the rules on passage of BILL NO. A-74-02-20, at this meeting of February 26, 1974, of the Common Council of the City of Fort Wayne, Indiana. Said motion was seconded by Councilman Kraus, and duly passed by unanimous vote of all legally elected members of the said Common Council.

The above BILL and Ordinance ORDINANCE was accordingly placed on its passage.

DATE: 2-26-74

Samuel J. Talarico
PRESIDING OFFICER

Charles W. Westerman
CITY CLERK

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT</u>
<u>BURNS</u>	<u>/</u>	—	—	—	—
<u>HINGA</u>	<u>/</u>	—	—	—	—
<u>KRAUS</u>	<u>/</u>	—	—	—	—
<u>NUCKOLS</u>	<u>/</u>	—	—	—	—
<u>MOSES</u>	<u>/</u>	—	—	—	—
<u>D. SCHMIDT</u>	<u>/</u>	—	—	—	—
<u>V. SCHMIDT</u>	<u>/</u>	—	—	—	—
<u>STIER</u>	<u>/</u>	—	—	—	—
<u>TALARICO</u>	<u>/</u>	—	—	—	—

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as Specific Ordinance 74-22-74

ATTEST:

(SEAL)

DATE: 2-26-74

Charles W. Westerman
CITY CLERK

SUCCESSFUL BIDDERS BID #564:

P.O. 3-22855	Two Concrete Tennis Courts for Study Park Moellering Construction Co.		\$24,410
P.O. 3-22856	Four Tennis Courts for Swinney Park Silkworth Construction Co.		\$53,500
P.O. 3-22857	Backstop for Six Tennis Courts Study and Swinney Parks Arrow Fence Co.		\$10,692
P.O. 3-22858	Lighting for Tennis Courts Swinney Park only Schmidt Electric Company		\$19,500
P.O. 3-22859	Herbert Jennings Co. for 1 Spiral Slide 1 Prefabricated Park Shelter	\$4,175 <u>\$4,095</u>	\$ 8,270
	Total of all Bids		<hr/> \$116,372



City of Fort Wayne

DEPARTMENT OF PUBLIC PARKS
CITY-COUNTY BUILDING
ONE MAIN STREET
FORT WAYNE, IND. 46802

February 21, 1974

The Common Council
Fort Wayne, Indiana

Gentlemen and Mrs. Schmidt:

The attached copies of City Purchase Orders, as listed below, covers the first phase of the Park Improvement Open Space Project OSC-1008 which is now under implementation.

P.0.3-22855	Two Concrete Tennis Courts for Study Park Moellering Construction Co.	\$24,410
P.0.3-22856	Four Tennis Courts for Swinney Park Silkworth Construction Co.	\$53,500
P.0.3-22857	Backstop for Six Tennis Courts for Study and Swinney Parks- Arrow Fence	\$10,692
P.0.3-22858	Lighting for Tennis Courts-Swinney Only Schmidt Electric Company	\$19,500
P.0.3-22859	Herbert Jennings Co. for 1 Spiral Slide	\$4,175
	1 Prefabricated Park Shelter	<u>\$4,095</u>
		\$ 8,270

The lowest and best bids received which met specifications and instructions to bidders were accepted in all cases.

Since this Open Space Project is under way, and since the contractors and suppliers need certain lead times to maintain the designated schedule, and since the implementation of this project is under a strict time schedule, the Park Department and the Office of the Mayor respectfully request prior approval of these contracts and purchases.

The Ordinance covering these purchase orders is being submitted February 26, 1974, and the appropriated bid documents are attached to the Ordinance.

Very truly yours,

James Haley
Business Manager

JH/ho

Attachments: Copies of P.Os.
Bids

APPROVED

MEMBERS OF THE COMMON COUNCIL

MEMO FROM PURCHASING DEPARTMENT

February 19, 1974

Board of Park Commissioners
8th Floor, City-County Building
One Main Street, Fort Wayne, Indiana 46802

Attention: Dennis Noak


Subject: Bid No. 564
Open Space Land Program

Following is a list of the successful bidders. Tabulation sheet is attached.

Item 2	<u>Two Concrete Tennis Courts</u> Moellering Construction - \$24,410 P. O. 3-22855
Item 3	<u>Four Laykold Tennis Courts</u> Silkworth Construction - \$53,500 P. O. 3-22856 (alternate concrete)
Item 4	<u>Backstop For Six Tennis Courts</u> Arrow Fence - \$10,692 P. O. 3-22857
Item 5	<u>Lighting For Tennis Courts</u> Alternate #1 - Lighting For Swinney Only Schmidt Electric - \$19,500 P. O. 3-22858
Item 6 &	<u>Spiral Slide</u> \$ 4,175
Item 7	<u>Alternate #1 Shelter</u> 4,095
	Jennings \$ 8,270 P. O. 3-22859

TOTAL: \$116,372.00

Purchase Orders will be released following Councilmanic approval.


A. T. Demetroff
Director of Purchases

ATD:em

TABULATION OF BIDS

BID REF. 564

CLOSING DATE 2/6/74

TENNIS COURTS (OPEN SPACE LAND PROGRAM)

- PARK DEPT.

(Page 1)

1. Two Asphalt Multi Purpose Courts & Asphalt Walks

2. Two Concrete Tennis Courts

3. Four Laykold Tennis Courts

4. Backstop Six Tennis Co.

Jennings
Gametime, Inc.

*Afd. O.K.
Bond*

Hipskind Asphalt

*Afd. O.K.
Bond*

50,949.00

34,750.00

59,990.00

Sears Roebuck & Co.

Dailey Asphalt

*Afd. O.K.
Bond*

37,110.00

58,923.00

Wayne Asphalt

Chevron Asphalt

TABULATION OF BIDS

BID REF. 564

CLOSING DATE 2/6/74

TENNIS COURTS (OPEN SPACE LAND PROGRAM)

PARK DEPT.

(Page 1 cont'd)

1. Two Asphalt Multi
Purpose Courts &
Asphalt Walks2. Two Concrete
Tennis Courts3. Four Laykold
Tennis Courts4. Backstop for
Six Tennis Court

Carrington & Associates

*Afd. O.K.
Bond*

30,643.00

Moellering Construction

*Afd. O.K.
Bond*

24,410.00

Land Excavating

Arrow Fence

*Afd. O.K.
Bond**Unit price
1,782.00
JTL, 10,692.00*

Henry Electric

*Afd. O.K.
Bond**Few- Guard, Inc.
Afd. O.K.
Bond*

13,450.00

BID REF. 564

CLOSING DATE 2/6/74

1. Two Asphalt Multi
Purpose Courts &
Asphalt Walks2. Two Concrete
Tennis Courts3. Four Laykold
Tennis Courts4. Backstop f
Six Tennis Co

Silkworth Construction

*afid. o.k.
Bond*

28,900.00

53,500.00

Schmidt Electric

*afid. o.k.
Bond*

Rieth-Riley Construction

R. L. Company

U. S. Steel

*afid. o.k.
check #439.00*

8,780.00

precision Courts

TABULATION OF BIDS

BID REF. 564

CLOSING DATE 2/6/74

TENNIS COURTS (OPEN

SPACE LAND PROGRAM)

-PARK DEPT.

(Page 2)

5. Lighting for six
Hard Surface
Tennis Courts6. One Double
Spiral Slide
Material Only7. One Park Bldg.
Material OnlyJennings
Gametime, Inc.

4,175.10

5,995.10

Hipskind Asphalt

Sears Roebuck & Co.

Dalley Asphalt

Wayne Asphalt

Chevron Asphalt

LOCATION OF BIDS REF. <u>564</u> BIDDING DATE <u>2/6/74</u>	TENNIS COURTS (OPEN 5. Lighting for six Hard Surface Tennis Courts	SPACE LAND PROGRAM - 6. One Double Spiral Slide Material Only) PARK DEPT. 7. One Park Bldg. Material Only	(Page 2 cont'd.)
Kworth Construction				
Midt Electric	<i>alt. #1 \$9,500.00</i> <i>" #2 \$4,440.00</i> <i>30,500.00</i>			
Th-Riley Construction				
L. Company				
Steel				
ision Courts				

PUBLICATION OF BIDS

BID REF. 564

CLOSING DATE 2/6/74

TENNIS COURTS (OPEN SPACE LAND PROGRAM)

PARK DEPT:

(Page 2 cont'd)

5. Lighting for six
Hard Surface
Tennis Courts

6. One Double
Spiral Slide
Material Only

7. One Park Bldg.
Material Only

Carrington & Associates

Moellering Construction

Land Excavating

Arrow Fence

Henry Electric

Alt #1 \$23,000.00

\$4,900.00



City of Fort Wayne

DEPARTMENT OF PUBLIC PARKS
CITY - COUNTY BUILDING
ONE MAIN STREET
FORT WAYNE, IND. 46802

February 21, 1974

The Common Council
Fort Wayne, Indiana

Gentlemen and Mrs. Schmidt:

The attached copies of City Purchase Orders, as listed below, covers the first phase of the Park Improvement Open Space Project OSC-1008 which is now under implementation.

P.O.3-22855	Two Concrete Tennis Courts for Study Park	
	Moellering Construction Co.	\$24,410
P.O.3-22856	Four Tennis Courts for Swinney Park	\$53,500
	Silkworth Construction Co.	
P.O.3-22857	Backstop for Six Tennis Courts for Study and Swinney Parks- Arrow Fence	\$10,692
P.O.3-22858	Lighting for Tennis Courts-Swinney Only	
	Schmidt Electric Company	\$19,500
P.O.3-22859	Herbert Jennings Co. for	
	1 Spiral Slide	\$4,175
	1 Prefabricated Park Shelter	<u>\$4,095</u>
		\$ 8,270

The lowest and best bids received which met specifications and instructions to bidders were accepted in all cases.

Since this Open Space Project is under way, and since the contractors and suppliers need certain lead times to maintain the designated schedule, and since the implementation of this project is under a strict time schedule, the Park Department and the Office of the Mayor respectfully request prior approval of these contracts and purchases.

The Ordinance covering these purchase orders is being submitted February 26, 1974, and the appropriated bid documents are attached to the Ordinance.

Very truly yours,

James Haley
James Haley
Business Manager

JH/ho

Attachments: Copies of P.Os.
Bids

APPROVED

William T. Shipe

Samuel Talarico

Eugene Brown

William C. Myers Jr.

James L. Lott

Vivian H. Schmidt

MEMBERS OF THE COMMON COUNCIL

DDS Schmidt

John H. Hines

John Hines

FORM DP-3

APPROVED BY THE STATE BOARD
OF ACCOUNTS FOR THE CITY OF
FORT WAYNE, 1965.

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES
NUMBER ONE EAST MAIN STREET
ROOM 950
FORT WAYNE, INDIANA 46802

MAIL ALL CORRESPONDENCE, CLAIM VOUCHERS ETC. TO:

Board of Park Commissioners
8th Floor, City-County Building
One Main St., Fort Wayne, Indiana 46802Moellering Construction
P. O. Box 1168
Fort Wayne, Indiana 46801DELIVER TO:-
DEPARTMENT
OR DIVISION

PURCHASE ORDER NUMBER

3- 22855

DATE February 21, 1974
REF. NO.
REQ. NO. 479THE ABOVE INFORMATION MUST APPEAR ON
ALL INVOICES, BILLS OF LADING, DELIVERY
TICKETS, PACKAGES AND CORRESPONDENCE.

INVOICE IN DUPLICATE.

THIS PURCHASE ORDER ISSUED BY.

DEPT. DP

DATE
WANTED }APPROPRIATION
AND FUND
NUMBER } 72

ADDRESS

CASH DISCOUNT TERMS

% IF PAID WITHIN

DAYS FROM DELIVERY AND

ACCEPTANCE OF GOODS OR PERFORMANCE OF SERVICES. (DEDUCTION FOR DISCOUNT SHOWN BELOW)

QUANTITY
ORDERED

UNIT

MATERIALS, SUPPLIES OR SERVICES

UNIT
PRICE

AMOUNT

TAX EXEMPT (UNLESS OTHERWISE INDICATED)

COMPLIANCE WITH
THE DELIVERY DATE
REQUESTED WILL A-
VOID FOLLOW UP
CORRESPONDENCE.

NOTE

READ

INSTRUCTIONS ON
THE BACK OF THIS
ORDERTHE CONTRACTOR OR
VENDOR, BY ACCEPT-
ING THIS ORDER, A-
GRIES TO THE GEN-
ERAL CONDITIONS AND
TERMS OF AGREEMENT
ON THE BACK OF THIS
ORDER.UNLESS OTHERWISE
INDICATED THE PRICES
SHOWN INCLUDE ALL
CHARGES FOR DELIV-
ERY, PACKING, ETC.,
NECESSARY TO COM-
PLETE DELIVERY TO
DESTINATION SPECI-
FIED.UNLESS OTHERWISE
INDICATED THE PRICES
SHOWN DO NOT INCLUDE
TAXES OF ANY KIND.EXEMPTION BLANKS
WILL BE FURNISHED
WHEN NECESSARY.IND. SALES TAX
EXEMP. CERTIF. NO.
34508IF THIS ORDER DOES
NOT AGREE WITH YOUR
QUOTATION KINDLY
RETURN IT WITH AN
EXPLANATION.

Open Space Land Program - Part I

HUD Project No. OSC-1008, Resolution
No. R-41-73

Lump Sum Bids For:

Item #2 - Two concrete Tennis Courts
(105' x 120')

24,410.00

Subject to Councilmanic Approval.

Per Bid Ref. #564

RB/em

I HEREBY CERTIFY THAT THE COST OF THE ABOVE PURCHASE IS FULLY COV-
ERED BY UNENCUMBERED BALANCES IN THE ABOVE FUNDS AND THAT THE
EXPENDITURE THEREFOR HAS BEEN DULY AUTHORIZED AND APPROPRIATED.

EDWARD G. KAMNIKAR

City Controller

I HEREBY CERTIFY UPON MY OWN PERSONAL KNOWLEDGE THAT THIS ORDER
IS AUTHORIZED BY A PROPERLY EDUCATED AND APPROVED PERSON TO BE
FILED IN THIS OFFICE.

Director of Purchases

7/18
FORM DP-3
APPROVED BY THE STATE BOARD
OF ACCOUNTS FOR THE CITY OF
FORT WAYNE 1965.

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES
NUMBER ONE EAST MAIN STREET
ROOM 950
FORT WAYNE, INDIANA 46802

MAIL ALL CORRESPONDENCE, CLAIM VOUCHERS ETC. TO:

Board of Park Commissioners
8th Floor, City-County Building
One Main St., FortWayne, Indiana 46802

Silkworth Construction Company, Inc.
501 Wolf Drive
Fort Wayne, Indiana

DELIVER TO:-
DEPARTMENT
OR DIVISION

ADDRESS
CASH DISCOUNT TERMS % IF PAID WITHIN DAYS FROM DELIVERY AND
ACCEPTANCE OF \$0005 OR PURCHASE OF SERVICES. (REDUCTION FOR DISCOUNT SHOWN BELOW)

PURCHASE ORDER NUMBER

3- 22856

DATE February 21, 1974
REF. NO.
REQ. NO. 479

THE ABOVE INFORMATION MUST APPEAR ON
ALL INVOICES, BILLS OF LADING, DELIVERY
TICKETS, PACKAGES AND CORRESPONDENCE.

INVOICE IN DUPLICATE.

THIS PURCHASE ORDER ISSUED BY:

DEPT. DP

DATE }
WANTED }

APPROPRIATION } 72
AND FUND
NUMBER }

QUANTITY ORDERED	UNIT	MATERIALS, SUPPLIES OR SERVICES	UNIT PRICE	AMOUNT
COMPLIANCE WITH THE DELIVERY DATE REQUESTED WILL AVOID "FOLLOW UP" CORRESPONDENCE.				
NOTE ↓ READ INSTRUCTIONS ON THE BACK OF THIS ORDER				
THE CONTRACTOR OR VENDOR, BY ACCEPTING THIS ORDER AGREES TO THE GENERAL CONDITIONS AND TERMS OF AGREEMENT ON THE BACK OF THIS ORDER.				
UNLESS OTHERWISE INDICATED THE PRICES SHOWN INCLUDE ALL CHARGES FOR DELIVERY, PACKING, ETC., NECESSARY TO COMPLETE DELIVERY TO DESTINATION SPECIFIED.				
UNLESS OTHERWISE INDICATED THE PRICES SHOWN DO NOT INCLUDE TAXES OF ANY KIND.				
EXEMPTION BLANKS WILL BE FURNISHED WHEN NECESSARY.				
IND. SALES TAX EXEMP. CERTIF. NO. 34508				
IF THIS ORDER DOES NOT AGREE WITH YOUR QUOTATION KINDLY RETURN IT WITH AN EXPLANATION.				
		TAX EXEMPT (UNLESS OTHERWISE INDICATED)		
		Open Space Land Program - Part I		
		HUD Project No. OSC-1008, Resolution No. R-41-73		
		Lump Sum Bids For:		
		Item #3 - Alternate Four Laykold Surface Tennis Courts (210' x 120')		53,500.00
		Subject to Councilmanic Approval		
		Per Bld Ref. No. 564		
		RB/em		

I HEREBY CERTIFY THAT THE COST OF THE ABOVE PURCHASE IS FULLY COVERED BY UNENCUMBERED BALANCES IN THE ABOVE FUNDS AND THAT THE EXPENDITURE THEREFOR HAS BEEN DULY AUTHORIZED AND APPROPRIATED.

EDWARD G. KAMNIKAR

I HEREBY CERTIFY UPON MY OWN PERSONAL KNOWLEDGE THAT THIS ORDER IS AUTHORIZED BY A PROPERLY EXECUTED AND APPROVED RESOLUTION ON FILE IN THIS OFFICE.

Director of Purchases

City Controller

FORM DP-3

APPROVED BY THE STATE BOARD
OF ACCOUNTS FOR THE CITY OF
FORT WAYNE 1965.

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES
NUMBER ONE EAST MAIN STREET
ROOM 950
FORT WAYNE, INDIANA 46802

MAIL ALL CORRESPONDENCE, CLAIM VOUCHERS ETC. TO:

Board of Park Commissioners
8th Floor, City-County Building
One Main St., Fort Wayne, Indiana 46802Arrow Fence Company
318 Edgewood Avenue
Fort Wayne, Indiana

DELIVER TO:-

DEPARTMENT
OR DIVISION

ADDRESS

CASH DISCOUNT TERMS

% IF PAID WITHIN

DAYS FROM DELIVERY AND

ACCEPTANCE OF GOODS OR PERFORMANCE OF SERVICES. (DEDUCTION FOR DISCOUNT SHOWN BELOW)

PURCHASE ORDER NUMBER

3- 22857

DATE

February 21, 1974

REQ. NO.

479

THE ABOVE INFORMATION MUST APPEAR ON
ALL INVOICES, BILLS OF LADING, DELIVERY
TICKETS, PACKAGES AND CORRESPONDENCE.

INVOICE IN DUPLICATE.

THIS PURCHASE ORDER ISSUED BY:

DEPT.

DP

DATE

WANTED }

APPROPRIATION
AND FUND
NUMBER }

72

COMPLIANCE WITH
THE DELIVERY DATE
REQUESTED WILL BE
VOID IF FOLLOW UP
CORRESPONDENCE.

NOTE



READ

INSTRUCTIONS ON
THE BACK OF THIS
ORDERTHE CONTRACTOR OR
VENDOR, BY ACCEPT-
ING THIS ORDER, A-
GEEES TO THE GEN-
ERAL CONDITIONS AND
TERMS OF AGREEMENT
ON THE BACK OF THIS
ORDER.UNLESS OTHERWISE
INDICATED THE PRICES
SHOWN INCLUDE ALL
CHARGES FOR DELIV-
ERY, PACKING, ETC.,
NECESSARY TO COM-
PLETE DELIVERY TO
DESTINATION SPECI-
FIED.UNLESS OTHERWISE
INDICATED THE PRICES
SHOWN DO NOT INCLUDE
TAXES OF ANY KIND.EXEMPTION BLANKS
WILL BE FURNISHED
WHEN NECESSARY.IND. SALES TAX
EXEMP. CERTIF. NO.
36508IF THIS ORDER DOES
NOT AGREE WITH YOUR
QUOTATION KNOWLY
RETURN IT WITH AN
EXPLANATION.QUANTITY
ORDERED

UNIT

MATERIALS, SUPPLIES OR SERVICES

UNIT
PRICE

AMOUNT

TAX EXEMPT (UNLESS OTHERWISE INDICATED)

Open Space Land Program - Part I

HUD Project No. OSC-1008, Resolution No.
R-41-73

Lump Sum Bids For:

Item #4 - Backstop for six hard surface
Tennis Courts

10,692.00

Subject to Councilmanic Approval.

Per Bid Ref. #564

RB/em

I HEREBY CERTIFY THAT THE COST OF THE ABOVE PURCHASE IS FULLY COVERED
BY UNENCUMBERED BALANCES IN THE ABOVE FUNDS AND THAT THE
EXPENDITURE THEREFOR HAS BEEN DULY AUTHORIZED AND APPROPRIATED.I HEREBY CERTIFY UPON MY OWN PERSONAL KNOWLEDGE THAT THIS ORDER
IS AUTHORIZED BY A PROPERLY OBTAINED AND APPROVED PERMISSION ON
FILE IN THIS OFFICE.

City Controller

EDWARD G. KASINIKAR

Director of Purchases

FORM DP-3

APPROVED BY THE STATE BOARD
OF ACCOUNTS FOR THE CITY OF
FORT WAYNE, 1985.

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES
NUMBER ONE EAST MAIN STREET
ROOM 950
FORT WAYNE, INDIANA 46802

MAIL ALL CORRESPONDENCE, CLAIM VOUCHERS ETC. TO:

Board of Park Commissioners
8th Floor, City-County Building
One Main St., Fort Wayne, Indiana 46802Herbert Jennings, Inc.
811 Anderson Road
Litchfield, Michigan

DELIVER TO:-

DEPARTMENT
OR DIVISION

ADDRESS

CASH DISCOUNT TERMS

% IF PAID WITHIN

DAYS FROM DELIVERY AND

ACCEPTANCE OF GOODS OR PERFORMANCE OF SERVICES. (DEDUCTION FOR DISCOUNT SHOWN BELOW)

PURCHASE ORDER NUMBER

3- 22859

DATE February 21, 1974

REF. NO.

REQ. NO. 479

THE ABOVE INFORMATION MUST APPEAR ON
ALL INVOICES, BILLS OF LADING, DELIVERY
TICKETS, PACKAGES AND CORRESPONDENCE.

INVOICE IN DUPLICATE.

THIS PURCHASE ORDER ISSUED BY:

DEPT. DP

DATE
WANTED }APPROPRIATION
AND FUND
NUMBER }

72

QUANTITY ORDERED	UNIT	MATERIALS, SUPPLIES OR SERVICES	UNIT PRICE	AMOUNT
COMPLIANCE WITH THE DELIVERY DATE REQUESTED WILL AVOID "FOLLOW UP" CORRESPONDENCE.				
NOTE				
↓				
READ				
INSTRUCTIONS ON THE BACK OF THIS ORDER				
THE CONTRACTOR OR VENDOR, BY ACCEPTING THIS ORDER, AGREES TO THE GENERAL CONDITIONS AND TERMS OF AGREEMENT ON THE BACK OF THIS ORDER.				
UNLESS OTHERWISE INDICATED THE PRICES SHOWN INCLUDE ALL CHARGES FOR DELIVERY, PACKING, ETC., NECESSARY TO COMPLETE DELIVERY TO DESTINATION SPECIFIED.				
UNLESS OTHERWISE INDICATED THE PRICES SHOWN DO NOT INCLUDE TAXES OF ANY KIND.				
EXEMPTION BLANKS WILL BE FURNISHED WHEN NECESSARY.				
IND. SALES TAX EXEMP. CERTIF. NO. 36506				
IF THIS ORDER DOES NOT AGREE WITH YOUR QUOTATION KINDLY RETURN IT WITH AN EXPLANATION.				
		TAX EXEMPT (UNLESS OTHERWISE INDICATED)		
		Open Space Land Program - Part I		
		HUD Project No. OSC-1008, Resolution No. R-41-73		
		Lump Sum Bids For:		
		Item #6 - One Double Spiral Slide No. 1500 Material Only		4,175.00
		Item #7 - One Park Building - Material Only - Alternate #1		4,095.00
		TOTAL:		8,270.00
		Subject to Councilmanic Approval.		
		Per Bid Ref. 564		
		RB/em		

I HEREBY CERTIFY THAT THE COST OF THE ABOVE PURCHASE IS FULLY COVERED BY UNENCUMBERED BALANCES IN THE ABOVE FUNDS AND THAT THE EXPENDITURE THEREFOR HAS BEEN DULY AUTHORIZED AND APPROPRIATED.

City Controller EDWARD G. KAMNIKAR

I HEREBY CERTIFY UPON MY OWN PERSONAL KNOWLEDGE THAT THIS ORDER IS AUTHORIZED BY A PROPERLY EXECUTED AND APPROVED RESOLUTION ON FILE IN THIS OFFICE.

Director of Purchases

FORM DP-3

APPROVED BY THE STATE BOARD
OF ACCOUNTS FOR THE CITY OF
FORT WAYNE 1965.

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES

NUMBER ONE EAST MAIN STREET

ROOM 950

FORT WAYNE, INDIANA 46802

MAIL ALL CORRESPONDENCE, CLAIM VOUCHERS ETC. TO:

Board of Park Commissioners

8th Floor, City-County Building

One Main St., Fort Wayne, Indiana 46802

Schmidt Electric Company

P. O. Box 2625

Fort Wayne, Indiana 46808

DELIVER TO:-

DEPARTMENT
OR DIVISION

ADDRESS

CASH DISCOUNT TERMS

% IF PAID WITHIN

DAYS FROM DELIVERY AND

ACCEPTANCE OF GOODS OR PERFORMANCE OF SERVICES. (DEDUCTION FOR DISCOUNT SHOWN BELOW)

PURCHASE ORDER NUMBER

3- 22858

DATE

February 21, 1974

REF. NO.

REQ. NO.

479

THE ABOVE INFORMATION MUST APPEAR ON
ALL INVOICES, BILLS OF LADING, DELIVERY
TICKETS, PACKAGES AND CORRESPONDENCE.

INVOICE IN DUPLICATE.

THIS PURCHASE ORDER ISSUED BY:

DEPT.

DP

DATE

WANTED

APPROPRIATION
AND FUND
NUMBER

72

QUANTITY
ORDERED

UNIT

MATERIALS, SUPPLIES OR SERVICES

UNIT
PRICE

AMOUNT

TAX EXEMPT (UNLESS OTHERWISE INDICATED)COMPLIANCE WITH
THE DELIVERY DATE
REQUESTED WILL A-
VOID "FOLLOW UP"
CORRESPONDENCE.NOTEREADINSTRUCTIONS ON
THE BACK OF THIS
ORDERTHE CONTRACTOR OR
VENDOR, BY ACCEPT-
ING THIS ORDER, A-
Grees to the gen-
eral conditions and
terms of agreement
on the back of this
ORDER.UNLESS OTHERWISE
INDICATED THE PRICES
SHOWN INCLUDE ALL
CHARGES FOR DELIV-
ERY, PACKING, ETC.
NECESSARY TO COM-
plete DELIVERY TO
DESTINATION SPECI-
FIED.UNLESS OTHERWISE
INDICATED THE PRICES
SHOWN DO NOT INCLUDE
TAXES OF ANY KIND.EXEMPTION BLANKS
WILL BE FURNISHED
WHEN NECESSARY.IND. SALES TAX
EXEMP. CERTIF. NO.
34508IF THIS ORDER DOES
NOT AGREE WITH YOUR
QUOTATION KINDLY
RETURN IT WITH AN
EXPLANATION.

Open Space Land Program - Part I

HUD Project No. OSC-1008, Resolution No.
R-41-73

Lump Sum Bids For:

Item #5 - Alternate #1
Lighting for Swinney Courts
only

19,500.00

Subject to Councilmanic Approval.

Per Bid Ref. # 564

RB/em

I HEREBY CERTIFY THAT THE COST OF THE ABOVE PURCHASE IS FULLY COVERED
BY UNENCUMBERED BALANCES IN THE ABOVE FUNDS AND THAT THE
EXPENDITURE THEREFOR HAS BEEN DULY AUTHORIZED AND APPROPRIATED.I HEREBY CERTIFY UPON MY OWN PERSONAL KNOWLEDGE THAT THIS ORDER
IS AUTHORIZED BY A PROPERLY EXECUTED AND APPROVED RESOLUTION ON
FILE IN THIS OFFICE.

City Controller EDWARD G. KAMNIKAR

Director of Purchases

TABULATION OF BIDS

TENNIS COURTS (OPEN SPACE LAND PROGRAM)

- PARK DEPT.

(Page 1)

BID REF. 564

CLOSING DATE 2/6/74

1. Two Asphalt Multi Purpose Courts & Asphalt Walks

2. Two Concrete Tennis Courts

3. Four Laykold Tennis Courts

4. Backstop for Six Tennis Courts

Jennings
Gametime, Inc.
Afd. O.K.
Bond

Hipskind Asphalt

Afd. O.K.
Bond

50,949.00

34,750.00

59,990.00

Sears Roebuck & Co.

Dailey Asphalt

Afd. O.K.
Bond

37,110.00

58,923.00

Wayne Asphalt

Chevron Asphalt

TABULATION OF BIDS

BID REF. 564

CLOSING DATE 2/6/74

TENNIS COURTS (OPEN

SPACE LAND PROGRAM)

PARK DEPT.

(Page 1 cont'd)

1. Two Asphalt Mult
Purpose Courts &
Asphalt Walks2. Two Concrete
Tennis Courts3. Four Laykold
Tennis Courts4. Backstop for
Six Tennis Courts

Carrington & Associates

*Afd. O.K.
Bond*

30,643.00

Moellering Construction

*Afd. O.K.
Bond*

24,410.00

Land Excavating

Arrow Fence

*Afd. O.K.
Bond**Unit price
1,782.00
HLL 10,692.00*

Henry Electric

*Afd. O.K.
Bond**Fen-Guard, Inc.
Afd. O.K.
Bond*

13,450.00

TABULATION OF BIDS	TENNIS COURTS (OPEN SPACE LAND PROGRAM)-		PARK DEPT.	Page 1 cont'd)
BID REF. 564	1. Two Asphalt Multi Purpose Courts & Asphalt Walks	2. Two Concrete Tennis Courts	3. Four Laykold Tennis Courts	4. Backstop for Six Tennis Courts
CLOSING DATE 2/6/74				
Silkworth Construction <i>Afd. O.K. Bond</i>		28,900.00	53,500.00	
Schmidt Electric <i>Afd. O.K. Bond</i>				
Rieth-Riley Construction				
R. L. Company				
U. S. Steel <i>Afd. O.K. CHECK #4139.00</i>				8,780.00
Precision Courts				

TABULATION OF BIDS

BID REF. 564

CLOSING DATE 2/6/74

TENNIS COURTS (OPEN

SPACE LAND PROGRAM)

-PARK DEPT.-

(Page 2)

5. Lighting for six
Hard Surface
Tennis Courts6. One Double
Spiral Slide
Material Only7. One Park Bldg.
Material OnlyJennings
Gametime, Inc.

4,175.00

5,995.00

Hipskind Asphalt

Sears Roebuck & Co.

Dailey Asphalt

Wayne Asphalt

Chevron Asphalt

TABULATION OF BIDS	TENNIS COURTS (OPEN	SPACE LAND PROGRAM -) PARK DEPT.	(Page 2 cont'd)
BID REF. 564	5. Lighting for six	6. One Double	7. One Park Bldg.	
CLOSING DATE 2/6/74	Hard Surface Tennis Courts	Spiral Slide Material Only	Material Only	
Silkworth Construction				
Schmidt Electric	alt. #1 19,500.00 " #2 44,400.00 30,500.00			
Rieth-Riley Construction				
R. L. Company				
U. S. Steel				
Precision Courts				

TABULATION OF BIDS

BID REF. 564

CLOSING DATE 2/6/74

TENNIS COURTS (OPEN SPACE LAND PROGRAM)

PARK DEPT:

(Page 2 cont'd)

5. Lighting for six
Hard Surface
Tennis Courts6. One Double
Spiral Slide
Material Only7. One Park Bldg.
Material Only

Carrington & Associates

Moellering Construction

Land Excavating

Arrow Fence

Henry Electric

alt #1 23,000.00

34,900.00

DEPARTMENT OF PURCHASES Number One Main St., Ft. Wayne, Ind. 46802

INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

*Mail all replies and correspondence, etc. to Attn. A.T. Demetroff

(Telephone 423-7037)

DEPARTMENT OF PURCHASES

Room 950, Number One Main St., Ft. Wayne, Ind. 46802

REQUIRED FOR DELIVERY TO:

Department of Division Board of Park Commissioners
304 Flr., City-County Bldg.
Address One Main St., Ft. Wayne, Ind. 46802

RETURN ORIGINAL TO THE CITY — RETAIN DUPLICATE COPY FOR YOUR FILE

Closing Time of Bids Wednesday, February 6, 1974 at 10:00 A.M.

TAKES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 34608. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Unit	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
		Open Space Land Program - Part I		
		H.U.D. Project No. OSC-1008, Resolution No. R-41-73		
		Lump Sum Bid for:		
		1. Two asphalt multipurpose courts (90'x90') and adjacent asphalt walks.		
		2. Two concrete Tennis Courts (105'x120').		24410.00
		3. Four Laykold surface Tennis Courts (210'x120').		
		4. Backstop for six hard surface Tennis Courts.		
		5. Lighting for six hard surface Tennis Courts.		
		6. One Double Spiral Slide No. 1500 - Material only.		
		7. One Park Building - Material only.		

d Bond required ☐ NO ☒ YES 5% of Bid Performance Bond ☐ NO ☒ YES
See Instruction Item No. 10 on reverse side hereof.
Terms none % cash discount if paid within 15 days from delivery and acceptance of goods or completion of services.

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the cost set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within 15 days from receipt of order.

IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here:

Moeller Construction Co., Inc.

Name of Company Moeller Construction Co., Inc. Title Pres.

Address Box 1168

City Ft. Wayne, Ind. 46802 Date Feb 4

Accepted _____ Date _____
Board of Public Works of the City of Fort Wayne, Ind.
Elected _____ Date _____
Board of Commissioners of the City of Fort Wayne, Ind.

GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.
2. **Applicable Laws:** The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.
3. **Workmen's Compensation:** Insofar as Workmen's Compensation Act is concerned, the bidder or contractor agrees to furnish an official certificate from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the Bid Document.
4. **Infringements and Indemnifications:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.

To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is set forth in the Bid Document.
5. **Pricing:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.
6. **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.
7. **Specifications:** Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.

References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.
8. **Samples:** Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.
9. **Cash Discounts:** Time in connection with cash discount offered, will be computed from date of delivery and acceptance at final destination or from date properly executed claim voucher is received, if the latter date is later than the date of delivery and acceptance.
10. **Taxes:** The City is generally exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind if applicable. Prices should not include tax. The City will pay such taxes as are applicable to this purchase. Exemption forms will be furnished wherever necessary. Taxes wherever indicated and which are applicable to this purchase, will not be subject to any trade or cash discounts.
11. **Bid Informalities and Rejection:** The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.
12. **Award:** Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.
13. **Payments:** Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.
14. **Bidder's Signature:** Each proposal form must be signed by the bidder with his usual signature. All signatures should be in full.

Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a., Smith-Jones Company, by John Jones, a partner".

Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the matter.
15. **The successful bidder, or contractor, agrees that he will comply with Indiana Act 1951, chapter 203, section 10, being Bureau Indiana Statute 40-2315-1954 supplement requiring such bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, terms, conditions, or privileges of employment because of race, color, religion, national origin or ancestry.**
16. **Unless otherwise specifically indicated under the individual listing in the legal advertisement or invitation to bid, all bids shall be subject to the following:**
 - a) A Bid bond, deposit of cash, certified check or Bank Cashiers Check, in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division thereof.
 - b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or to the contracting division thereof, in the amount specified in the notice of bids wanted or the invitation to bid, as a guarantee for the faithful performance thereof.
17. **Submission and Receipt of Bids:**
 - a) Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the invitation.
 - b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.
 - c) Bidders are requested to use the Bid Envelope if furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes should be sealed when submitted with information on the face of the Bid Envelope to identify the bid, e.g., Bid Reference number and date of closing and City Agency involved.
 - d) Separate proposals must be submitted on each reference number.
 - e) Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA, }
Allen } SS:
----- COUNTY }

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

Robt. C. Moellering
Robt. C. Moellering, Pres

Bidder or Agent

For Moellering Constr. Co., Inc.

Firm or Corporation

Subscribed and sworn to before me this 6 day of Febr., 1974

My Commission Expires

Feb. 24, 1974

Robt. C. Moellering

Pres. Moellering

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the RELIANCE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Pennsylvania, does hereby make, constitute and appoint C. H. Yaste, Arthur C. Frericks, Donald T. Belbutowski, Fred S. Rye, Gerald A. Dahle, Leonard Shirley, Josephine E. Stackhouse and Lane I. Grile, individually, of Fort Wayne, Indiana, its true and lawful Attorney-in-fact, to make execute, seal and deliver for and on its behalf, and as its act and deed any and all bonds and undertakings of Suretyship,

and to bind the RELIANCE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the RELIANCE INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of Article VII of the By-Laws of RELIANCE INSURANCE COMPANY which became effective May 11, 1962, which provisions are now in full force and effect, reading as follows:

ARTICLE VII - Execution of Bonds and Undertakings

SECTION 1. The Board of Directors, the President, or any Vice-President or Assistant Vice-President shall have power and authority to: (a) appoint Attorneys-in-fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney-in-fact at any time and revoke the power and authority given to him.

SECTION 2. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of RELIANCE INSURANCE COMPANY at a meeting held on the 8th day of May, 1959, at which a quorum was present, and said Resolution has not been amended or repealed:

"Resolved, that the signatures of such directors and officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the RELIANCE INSURANCE COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereto affixed, this 21 day of March, 1973

RELIANCE INSURANCE COMPANY



J. H. McDermott
Vice-President

STATE OF Pennsylvania } ss.
COUNTY OF Philadelphia }

On this 21 day of March, 1973, personally appeared J. H. McDermott

, to me known to be the Vice-President of the RELIANCE INSURANCE COMPANY, and acknowledged that he executed and attested the foregoing instrument and affixed the seal of said corporation thereto, and that Article VII Section 1 and 2 of the By-Laws of said Company, set forth therein, is still in full force.

My Commission Expires:

April 26, 1976



Mercile Stillberger

Notary Public in and for State of Pennsylvania

Residing at Philadelphia

I, E. Clyde Wilber, Assistant Secretary of the RELIANCE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said RELIANCE INSURANCE COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this 6 day of February, 1974



E. Clyde Wilber
Assistant Secretary

PROPOSAL AND BID SURETY FORM

PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of Twelve Hundred Fifty and no/100

.....Dollars, to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

BID CHECK (ALTERNATE FORM OF SURETY):

If a corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the same.

Certified ☐

Cashiers ☐ Check No. in the sum of

.....Dollars

on Bank

of is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond.

Note: If Check is used as Bid Surety—Attach here.

SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

[Signature]

BIDDER
AND
PRINCIPAL

OTHER PARTIES INTERESTED IN
THIS PROPOSAL

(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

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Moeller Const. Co., Inc.

Name of Bidder—Print or Type

By *[Signature]*

Signature of Person Authorized to Sign

Title. Pres.

P. O. Box 1168

Street Name and Number

Ft. Wayne, Ind. 46801

City, State and Zip Code

Date. Febr. 6, 1974

Reliance Insurance Company

Name of Company—Print or Type

Incorporated

In the State of: Pennsylvania

Address: Philadelphia, Pa.

By *[Signature]*

Sign on this Line Attorney in fact

Date. Febr. 5, 1974

Witnessed by: *[Signature]*

By *[Signature]*

Authorized Agents

SURETY

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES

Number One Main St., Ft. Wayne, Ind. 46802

INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

*Send all replies and correspondence, etc. to Attn. of A. T. Demetoff

(Telephone 423-7037)

DEPARTMENT OF PURCHASES

Room 950, Number One Main St., Ft. Wayne, Ind. 46802

REQUIRED FOR DELIVERY TO:

Department Board of Park Commissioners
or Division 5th Flr., City-County Bldg.
Address One Main St., Ft. Wayne, Ind. 46802

Page 1 of 5Ref. No. 564Date January 15, 1974

Date wanted _____

As Soon As Possible

Fund _____
Appropriation No. 72

RETURN ORIGINAL TO THE CITY — RETAIN DUPLICATE COPY FOR YOUR FILE

Closing Time of Bids Wednesday, February 6, 1974 at 10:00 A.M.

TAKES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 54509. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Quantity	Units	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
		Open Space Land Program - Part I		
		H.U.D. Project No. OSC-1008, Resolution No. R-41-73		
		Lump Sum Bid for:		
		1. Two asphalt multipurpose courts (90'x90') and adjacent asphalt walks.	Not Bid	
		2. Two concrete Tennis Courts (105'x120').		\$28,900
		3. Four Laykold surface Tennis Courts (210'x120').	Not Bid	
		4. Backstop for six hard surface Tennis Courts.	Not Bid	
		5. Lighting for six hard surface Tennis Courts.	Not Bid	
		6. One Double Spiral Slide No. 1500 - Material only.	Not Bid	
		7. One Park Building - Material only.	Not Bid	
		Alternate Bid. 4 Concrete Tennis Courts (210'x120')		

d Bond required ☐ YES ☒ 5% of Bid Performance Bond ☐ YES ☒
See Instruction Item No. 18 on reverse side hereof.
Terms _____ % cash discount if paid within _____ days from delivery and acceptance of goods or completion of services.

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the cost set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within _____ days from receipt of order.

IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here:

Silverthorn Construction Co Inc
Name of Company
For Paul D Hatfield Title As Treas
Address 50 W. W. DRIVE
Fort Wayne, Indiana Date FEB 6, 1974

GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.
2. **Applicable Laws:** The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.
3. **Workmen's Compensation:** Insofar as Workmen's Compensation Act is concerned, the bidder or contractor agrees to furnish an official certificate from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the Bid Document.
4. **Infringements and Indemnifications:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.
To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is set forth in the Bid Document.
5. **Pricing:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.
6. **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.
7. **Specifications:** Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.
References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.
8. **Samples:** Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.
9. **Cash Discounts:** Time in connection with cash discount offered, will be computed from date of delivery and acceptance at final destination or from date properly executed claim voucher is received, if the latter date is later than the date of delivery and acceptance.
10. **Taxes:** The City is generally exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind if applicable. Prices should not include tax. The City will pay such taxes as are applicable to this purchase. Exemption forms will be furnished wherever necessary. Taxes wherever indicated and which are applicable to this purchase, will not be subject to any trade or cash discounts.
11. **Bid Informalities and Rejections:** The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.
12. **Awards:** Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.
13. **Payments:** Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.
14. **Bidder's Signature:** Each proposal form must be signed by the bidder with his usual signature. All signatures should be in full. Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a., Smith-Jones Company, by John Jones, a partner".
Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the matter.
15. **The successful bidder, or contractor, agrees that he will comply with Indiana Acts 1961, chapter 262, section 16, being Burns Indiana Statute 40-2216-1964 supplement regarding such bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, terms, conditions, or privileges of employment because of race, color religion, national origin or ancestry.**
16. **Unless otherwise specifically indicated under the individual listing in the legal advertisement or invitation to bid, all bids shall be subject to the following.**
 - a) A Bid bond, deposit of cash, certified check or Bank Cashiers Check, in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division thereof.
 - b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or to the contracting division thereof, in the amount specified in the notice of bids wanted or the invitation to bid, as a guarantee for the faithful performance thereof.
17. **Submission and Receipt of Bids:**
 - a) Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the invitation.
 - b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.
 - c) Bidders are requested to use the Bid Envelope if furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes should be sealed with information on the face of the Bid Envelope to identify the bid, e.g., Bid Reference number and date of closing and City Agency involved.
 - d) Separate proposals must be submitted on each reference number.
 - e) Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.

Accepted _____ Date _____
Board-Commissioners Dept. of Public Works, etc.

Rejected _____ Date _____
Board-Commissioners Dept. of Public Works, etc.

PROPOSAL AND BID SURETY FORM

PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of FIVE PER CENT (5%) OF CONTRACTORS
BID PRICE IN Dollars,
 to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

BID CHECK (ALTERNATE FORM OF SURETY):

Certified ☐

Cashiers ☐ Check No. in the sum of

.....Dollars

on Bank

of is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond.
 Note: If Check is used as Bid Surety—Attach here.

SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

OTHER PARTIES INTERESTED IN THIS PROPOSAL

(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

BIDDER
AND
PRINCIPAL

SILKWEATH CONSTRUCTION Co Inc
 Name of Bidder—Print or Type

By Paul D. Hatfield
 Signature of Person Authorized to Sign

Title Asst. Pres.

501 WOLF DRIVE
 Street Name and Number

FORT WAYNE INDIANA 46825
 City, State and Zip Code

Date FEB. 6 1974

Witnessed by:

SURETY

TRAVELERS INDEMNITY COMPANY
 Name of Company — Print or Type

Incorporated
 In the State of: CONNECTICUT
1 TOWER SQUARE

Address HARTFORD CONNECTICUT

By Edward E. Lippi
 Sign on this Line
ATTORNEY-IN-FACT

Date FEBRUARY 6 1974

NON-COLLUSION AFFIDAVITSTATE OF INDIANA, }
 Allen COUNTY } SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

Sillworth Construction Co. Inc.Paul D. Hatfield Inc. Treas.
Bidder or AgentFor _____
Firm or CorporationSubscribed and sworn to before me this 6th day of February, 1974

My Commission Expires

May 25, 1977Norman B. Schneider

REQUEST FOR PUBLICATION

News	X
Sentinel	X
Journal	X
Gazette	
Other	

DATE January 15, 1974

Kindly publish the following
advertisement on the dates as
shown and issue invoice to *

* Department Board of Park Commissioners
8th Flr., City-County Bldg.
Address One Main St., Ft. Wayne, Ind. 46802

Department of Purchases
City of Fort Wayne

By *[Signature]*

BIDS WANTED - REFERENCE NO. 564

Sealed Proposals will be received by the City of Fort Wayne at the
Office of Department of Purchases, Number One Main Street, Room
470, Fort Wayne, Indiana, until Wednesday, February 6, 1974 at 10:00 A.M.
for the following items:

1. Two asphalt multipurpose courts and adjacent asphalt walks
2. Two concrete Tennis Courts
3. Four Laykold surface Tennis Courts
4. Backstop for six hard surface Tennis Courts
5. Lighting for six hard surface Tennis Courts
6. One double Spiral Slide No. 1500-Material only
7. One Park Building-Material only

Bid Forms, specifications, etc., may be obtained upon application at
the office and address given above.

A Bid Bond or Certified Check in the amount of \$ 5% of Bid
must be submitted with the bid.

Department of Purchases
City of Fort Wayne
By A.T. Demetroff
Director of Purchases

INSERT 1st RUN

REPEAT 2nd RUN

Type of Advertising Required

January 18, 1974

January 25, 1974

LEGAL NOTICE X

The Travelers Indemnity Company

Hartford, Connecticut

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That THE TRAVELERS INDEMNITY COMPANY, a corporation of the State of Connecticut, does hereby make, constitute and appoint

Walter H. Lupke, Jr., Duane E. Lupke, Donald L. Coffey, Gerald Clancy, Walter E. Boose, Edward B. Rice, Bernice Chaffin, Paula W. Schneider, Velda B. Thompson, Lowell K. Zelt, all of Fort Wayne, Indiana, EACH

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto, if a seal is required, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof, as follows:

Any and all bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof

and to bind THE TRAVELERS INDEMNITY COMPANY thereby, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This appointment is made under and by authority of the following by-laws of the Company which by-laws are now in full force and effect:

ARTICLE IV, SECTION 13. The Chairman of the Board, the President, the Chairman of the Finance Committee, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, any Secretary or any Department Secretary may appoint attorneys-in-fact or agents with power and authority, as defined or limited in their respective powers of attorney, for and on behalf of the Company to execute and deliver, and affix the seal of the Company thereto, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof and any of said officers may remove any such attorney-in-fact or agent and revoke the power and authority given to him.

ARTICLE IV, SECTION 15. Any bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof shall be valid and binding upon the Company when signed by the Chairman of the Board, the President, the Chairman of the Finance Committee, any Executive Vice President, any Senior Vice President, any Vice President or any Second Vice President and duly attested and sealed, if a seal is required, by any Secretary or any Department Secretary or any Assistant Secretary or when signed by the Chairman of the Board, the President, the Chairman of the Finance Committee, any Executive Vice President, any Senior Vice President, any Vice President or any Second Vice President and countersigned and sealed, if a seal is required, by a duly authorized attorney-in-fact or agent; and any such bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof shall be valid and binding upon the Company when duly executed and sealed, if a seal is required, by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority granted by his or their power or powers of attorney.

This power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Directors of THE TRAVELERS INDEMNITY COMPANY at a meeting duly called and held on the 30th day of November, 1959:

VOTED: That the signature of any officer authorized by the By-Laws and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

This power of attorney revokes that dated April 12, 1973 on behalf of Walter H. Lupke, Jr., Duane E. Lupke, Donald L. Coffey, Gerald Clancy, Bernice Chaffin, Walter E. Boose, Edward B. Rice, Paula W. Schneider, Lowell K. Zelt

IN WITNESS WHEREOF, THE TRAVELERS INDEMNITY COMPANY has caused these presents to be signed by its proper officer and its corporate seal to be hereunto affixed this 2nd day of July 19 73.

THE TRAVELERS INDEMNITY COMPANY

By



Secretary, Surety



CITY OF FORT WAYNE
DEPARTMENT OF PURCHASES
 Number One Main St., Ft. Wayne, Ind. 46802
INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of material, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

*Mail all replies and correspondence, etc., to Att.

A.T. Demetroff (Telephone 423-7037)

DEPARTMENT OF PURCHASES

Room 950, Number One Main St., Ft. Wayne, Ind. 46802

REQUIRED FOR DELIVERY TO:

Department
or Division

Board of Park Commissioners

8th Flr., City-County Bldg.

Address

One Main St., Ft. Wayne, Ind. 46802

RETURN ORIGINAL TO THE CITY—RETAIN DUPLICATE COPY FOR YOUR FILE

Closing Wednesday, February 6, 1974 at 10:00 A.M.

Time of Bids

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 84608. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.
TAX EXEMPT (Unless otherwise indicated)

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
		Open Space Land Program - Part I		
		H.U.D. Project No. OSC-1008, Resolution No. R-41-73		
		Lump Sum Bid for:		
		1. Two asphalt multipurpose courts (90'x90') and adjacent asphalt walks.		
		2. Two concrete Tennis Courts (105'x120').		
		3. Four Laykold surface Tennis Courts (210'x120').		
		4. Backstop for six hard surface Tennis Courts.		
		5. Lighting for six hard surface Tennis Courts.		
		6. One Double Spiral Slide No. 1500 - Material only.		
		7. One Park Building - Material only.		

\$1782.00 \$10,692.00

Bid Bond required ☐ NO ☒ YES 5% of Bid Performance Bond ☐ NO ☒ YES
 See Instruction Item No. 16 on reverse side hereof.
 Terms % cash discount if paid within days from delivery and acceptance of goods or completion of services.

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the price set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within days from receipt of order ☒

IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here:

Ames Fence Company, Inc.
 Name of Company
 For William R. Platter Title Pres.
 Address 318 Phareswood Ave
Fort Wayne, Ind.

GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.
2. **Applicable Laws:** The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.
3. **Workmen's Compensation:** Insofar as Workmen's Compensation Act is concerned, the bidder or contractor agrees to furnish an official, certificate from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the Bid Document.
4. **Infringements and Indemnifications:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.

To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is set forth in the Bid Document.

5. **Pricing:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.
6. **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.
7. **Specifications:** Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.
References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.

8. **Samples:** Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.
9. **Cash Discounts:** Time in connection with cash discount offered, will be computed from date of delivery and acceptance at final destination or from date properly executed claim voucher is received, if the latter date is later than the date of delivery and acceptance.
10. **Taxes:** The City is generally exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind if applicable. Prices should not include tax. The City will pay such taxes as are applicable to this purchase. Exemption forms will be furnished wherever necessary. Taxes wherever indicated and which are applicable to this purchase, will not be subject to any trade or cash discounts.
11. **Bid Informalities and Rejection:** The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.
12. **Awards:** Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.
13. **Payments:** Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.
14. **Bidder's Signature:** Each proposal form must be signed by the bidder with his usual signature. All signatures should be in full. Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a., Smith-Jones Company, by John Jones, a partner".

Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the matter.

15. **The successful bidder, or contractor, agrees that he will comply with Indiana Acts 1961, chapter 208, section 10, being Burns Indiana Statute 46-2316-1954 supplement requiring such bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, terms, conditions, or privileges of employment because of race, color religion, national origin or ancestry.**
16. **Unless otherwise specifically indicated under the individual listing in the legal advertisement or invitation to bid, all bids shall be subject to the following:**
 - a) A Bid bond, deposit of cash, certified check or Bank Cashiers Check, in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division thereof.
 - b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or to the contracting division thereof, in the amount specified in the notice of bids wanted or the invitation to bid, as a guarantee for the faithful performance thereof.
17. **Submission and Receipt of Bids:**
 - a) Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the invitation.
 - b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.
 - c) Bidders are requested to use the Bid Envelope if furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes should be sealed when submitted with information on the face of the Bid Envelope to identify the bid, e.g., Bid Reference number and date of closing and City Agency involved.
 - d) Separate proposals must be submitted on each reference number.
 - e) Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.

Accepted _____ 19____ as follows:
Board-Commissioner Dept. of Purchasing, etc. _____ 19____ as follows:
Board-Commissioner Dept. of Purchasing, etc. _____ 19____ as follows:

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA,

Allen } SS:
----- COUNTY

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

Arrow Fence Co., Inc.William R. Bourke, Pres.
Bidder or AgentFor Arrow Fence Co., Inc.
Firm or CorporationSubscribed and sworn to before me this 5 day of Feb, 1974

My Commission Expires

3/25/75Richard P. Hornum

PROPOSAL AND BID SURETY FORM

PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of Five hundred thirty four and 60/100 (\$534.60) Dollars,

to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

IF a corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the same.

BID CHECK (ALTERNATE FORM OF SURETY):

Certified ☐

Cashiers ☐ Check No. in the sum of Dollars

on Bank

of is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond. Note: If Check is used as Bid Surety—Attach here.

SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

Richard B. Hermann

BIDDER
AND
PRINCIPAL

OTHER PARTIES INTERESTED IN
THIS PROPOSAL

(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

ARROW FENCE CO., Inc.

Name of Bidder—Print or Type

By *William R. Brown*
Signature of Person Authorized to Sign

Title..... President

318 Edgewood Ave.

Street Name and Number

Fort Wayne, Indiana 46805

City, State and Zip Code

Date..... Feb. 5, 1974

AMERICAN STATES INSURANCE CO.

Name of Company—Print or Type

Incorporated
In the State of: INDIANA

Address..... Indianapolis, Indiana

By *John J. Brown*
Sign on this line John J. Brown

Date..... Feb. 5, 1974

Witnessed by:

Richard B. Hermann

SURETY

American States Insurance Company

INDIANAPOLIS, INDIANA

KNOW ALL MEN BY THESE PRESENTS, that American States Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, hath made, constituted and

appointed, and does by these presents make, constitute and appoint _____

-----AL J. HOFFMAN AND JOE J. HOFFMAN-----

(Jointly or Severally)

of Fort Wayne and State of Indiana

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings, provided, however, that the penal sum of any one such instrument executed hereunder

shall not exceed ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the common seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Section 7.07 of the By-Laws of the American States Insurance Company, which reads as follows:

"The Chairman of the Board, the President or any Vice-President shall have power, by and with the concurrence with the Secretary or any Assistant Secretary of the Corporation, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Corporation may require or to authorize any one of such persons to execute, on behalf of the Corporation, any bonds, recognizances, stipulations and undertakings, whether by way of surety or otherwise."

IN WITNESS WHEREOF, American States Insurance Company has caused these presents to be signed by its Vice-President, attested by its Assistant Secretary and its corporate seal to be hereto affixed this 3rd day of March,

A. D. 1971.

AMERICAN STATES INSURANCE COMPANY

(SEAL)

By William M. Evans
Second Vice-President

ATTEST: Agnes P. Brown
Assistant Secretary

STATE OF INDIANA } SS:
COUNTY OF MARION }

On this 3rd day of March, A. D. 1971, before me personally come

William M. Evans

, to me known, who, being by me duly sworn, acknowledged the execution of the above instrument and did depose and say; that he is Vice-President of American States Insurance Company; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto by

like order. And said William M. Evans further said that he is acquainted with Agnes P. Brown and knows him to be the Assistant Secretary of said Corporation; and that he executed the above instrument.

April 20, 1974
My Commission Expires

Florence Bauer
Notary Public

STATE OF INDIANA } SS:
COUNTY OF MARION }

I, W. H. Krasean, the Assistant Secretary of AMERICAN STATES INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said AMERICAN STATES INSURANCE COMPANY, which is still in full force and effect.

In witness whereof, I have hereto set my hand and affixed the seal of said Corporation, this 5th day of February, A. D. 1974.

W. H. Krasean

REQUEST FOR PUBLICATION

News	X
Sentinel	X
Journal	X
Gazette	X
Other	

DATE January 15, 1974

Kindly publish the following
advertisement on the dates as
shown and issue invoice to *

* Department Board of Park Commissioners
8th Flr., City-County Bldg.
Address One Main St., Ft. Wayne, Ind. 46802

Department of Purchases
City of Fort Wayne

By *A.T. Demetroff*

BIDS WANTED - REFERENCE NO. 564

Sealed Proposals will be received by the City of Fort Wayne at the
Office of Department of Purchases, Number One Main Street, Room
470, Fort Wayne, Indiana, until Wednesday, February 6, 1974 at 10:00 A.M.
for the following items:

1. Two asphalt multipurpose courts and adjacent asphalt walks
2. Two concrete Tennis Courts
3. Four Laykold surface Tennis Courts
4. Backstop for six hard surface Tennis Courts
5. Lighting for six hard surface Tennis Courts
6. One double Spiral Slide No. 1500-Material only
7. One Park Building-Material only

Bid Forms, specifications, etc., may be obtained upon application at
the office and address given above.

A Bid Bond or Certified Check in the amount of \$ 5% of Bid
must be submitted with the bid.

Department of Purchases
City of Fort Wayne
By A.T. Demetroff
Director of Purchases

INSERT 1st RUN

REPEAT 2nd RUN

Type of Advertising Required

January 18, 1974

January 25, 1974

LEGAL NOTICE X

WRITTEN STATEMENT OF COMPANY POLICY

It is the policy of Arrow Fence Co., Inc. that
(Name of Company)
equal employment opportunity be afforded to all qualified persons without regard to race, religion, color, sex or national origin.

In support of this policy Arrow Fence Co., Inc. will not dis-
(Name of Company)
criminate against any employee or applicant for employment because of race, religion, color, sex or national origin.

The Arrow Fence Co., Inc. will take af-
(Name of Company)
firmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action will include but not be limited to:

RECRUITMENT, ADVERTISING OR SOLICITATION FOR EMPLOYMENT HIRING,
PLACEMENT, UPGRADING, TRANSFER OR DEMOTION SELECTION FOR TRAINING
INCLUDING APPRENTICESHIP RATES OF PAY OR OTHER FORMS OF COMPENSATION
LAYOFFS OR TERMINATION

Arrow Fence Co., Inc.
(Name of Company)

William R. Bowry, Pres.
(Signature of Company Official)

Feb 5 - 1974
(Date)

CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS
AFFIRMATIVE ACTION PROGRAM

NAME OF COMPANY

Arrow Fence Co., Inc.

ADDRESS

318 Edgewood Ave. Ft. Wayne, Indiana

INTRODUCTION: All firms who employ five or more persons must submit on a yearly basis an Affirmative Action Program along with their Contract Compliance Review form. To assist you, we have prepared this questionnaire form which will serve as the report of your Affirmative Action Program.

- I. Does your firm have a written equal employment opportunity policy (See Sample)?

YES NO ✓

If so, attach copy. If not, do you accept the enclosed sample as your policy?

YES ✓NO

- II. Will your firm make every effort to increase employment of minorities at all levels of its work force with particular emphasis to categories where few, if any, minority people are employed? Yes
- III. What specific goals can you achieve for the employment of minorities by 1975?

A. Officials and Managers	<u> </u> %
B. Professionals	<u> </u> %
C. Technicians	<u> </u> %
D. Sales Workers	<u> </u> %
E. Office and Clerical Workers	<u> </u> %
F. Skilled Craftsmen	<u> </u> %
G. Other <u>laborers</u>	<u>100</u> %
<u> </u>	<u> </u> %
<u> </u>	<u> </u> %
<u> </u>	<u> </u> %

- IV. In what departments or divisions of your firm are there few or no minority persons employed?

Laborers + Skill

Officers

- V. Does your company anticipate an increase in employment this year?

YES ☒

NO ☐

Approximately how many 2

- VI. In which of the following categories has your firm developed goals and timetables to increase the number of its minority employees during this year?

A. Officials and Managers _____

B. Professionals _____

C. Technicians _____

D. Sales Workers _____

E. Office and Clerical Workers _____

F. Skilled Craftsmen _____

G. Others Laborers

- VII. What is your firm's number of employees? 3 fulltime 2 part time

VIII.

JOB TITLES	NUMBER EMPLOYED	*N	O	I	S
President	1				
V President	1				
Mill. Craftmen	1				
Salaries	2				

N - Negroes
 O - Oriental
 I - American Indian

- IX. Identify by title and name the highest official within the facility who has overall responsibility for the implementation of the equal employment opportunity policy.

William R. Bowyer

Pres.

DATE: Feb. 5-74

William R. Bowyer Pres.
Manager (or) President

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES

Number One Main St., Ft. Wayne, Ind. 46802

INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

*Mail all replies and correspondence, etc. to Attn. A.T. Demetoff

(Telephone 423-7037)

DEPARTMENT OF PURCHASES

Room 950, Number One Main St., Ft. Wayne, Ind. 46802

REQUIRED FOR DELIVERY TO:

Department Board of Park Commissioners
or Division 8th Flr., City-County Bldg.

Address One Main St., Ft. Wayne, Ind. 46802

RETURN ORIGINAL TO THE CITY — RETAIN DUPLICATE COPY FOR YOUR FILE

Closing Wednesday, February 6, 1974 at 10:00 A.M.

Time of Bids

TAKES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 34668. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
		Open Space Land Program - Part I		
		H.U.D. Project No. OSC-1008, Resolution No. R-41-73		
		Lump Sum Bid for:		
		1. Two asphalt multipurpose courts (90'x90') and adjacent asphalt walks.		
		2. Two concrete Tennis Courts (105'x120').		
		3. Four Laykold surface Tennis Courts (210'x120').		
		4. Backstop for six hard surface Tennis Courts.		
		5. Lighting for six hard surface Tennis Courts.		\$30,500.00
		6. One Double Spiral Slide No. 1500 - Material only.		
		7. One Park Building - Material only.		
alt.#1		Lighting for four tennis courts- Swinney Park		\$19,500.00
alt.#2		Hanna-Homestead Park site lighting- Sixty foot pole with four fixtures and complete wiring.		\$ 4 440.00

id Bond required ☐ NO ☒ YES 5% of Bid Performance Bond ☐ NO ☐ YES ☐
See instruction item No. 13 on reverse side hereof.

extra % cash discount if paid within days from delivery and acceptance of goods or completion of services.

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the fee set opposite each item.

delivery of any or all of the items or completion of services indicated shall be made within days from receipt of order ☒

IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish this information requested above.

Sign Here:

Schmidt Electric, Inc.
Name of Company

By [Signature] Title Vice-Pres.

Address P.O. Box 2625

City Fort Wayne 46808

2-6-74

Page 1 of 5

564

Ref. No. Date January 15, 1974Date wanted

As Soon As Possible

Fund
Appropriation No. 72

GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.
2. **Applicable Laws:** The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.
3. **Workmen's Compensation:** Insofar as Workmen's Compensation Act is concerned, the bidder or contractor agrees to furnish an official certificate from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the Bid Document.

4. **Infringements and Indemnifications:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.

To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is set forth in the Bid Document.

5. **Pricing:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.
6. **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.
7. **Specifications:** Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications contained in the Bid Document.

References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.

8. **Samples:** Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.
9. **Cash Discounts:** Time in connection with cash discount offered, will be computed from date of delivery and acceptance at final destination or from date properly executed claim voucher is received, if the latter date is later than the date of delivery and acceptance.
10. **Taxes:** The City is generally exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind if applicable. Prices should not include tax. The City will pay such taxes as are applicable to this purchase. Exemption forms will be furnished wherever necessary. Taxes wherever indicated and which are applicable to this purchase, will not be subject to any trade or cash discounts.

11. **Bid Informalities and Rejection:** The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.
12. **Awards:** Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.

13. **Payments:** Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.

14. **Bidder's Signatures:** Each proposal form must be signed by the bidder with his usual signature. All signatures should be in full. Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a., Smith-Jones Company, by John Jones, a partner".

Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the matter.

15. **The successful bidder, or contractor, agrees that he will comply with Indiana Acts 1931, chapter 263, section 10, being Burns Indiana Statute 40-2315-1944 supplement requiring such bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, terms, conditions, or privileges of employment because of race, color religion, national origin or ancestry.**

16. **Unless otherwise specifically indicated under the individual listing in the legal advertisement or invitation to bid, all bids shall be subject to the following.**

- a) A bid bond, deposit of cash, certified check or Bank Cashiers Check, in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division thereof.
- b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or to the contracting division thereof, in the amount specified in the notice of bids wanted or this invitation to bid, as a guarantee for the faithful performance thereof.

17. **Submission and Receipt of Bids:**

- a) Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the invitation.
- b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.
- c) Bidders are requested to use the Bid Envelopes if furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes should be marked when submitted with information on the face of the Bid Envelopes to identify the bid, e.g., Bid Reference number and date of closing and City Agency involved.
- d) Separate proposals must be submitted on each reference number.
- e) Proposals having any erasures or corrections thereon may be rejected unless explained or noted under the signature of the bidder.

Accepted 10 as follows:

Accepted 10 as follows:

Accepted 10 as follows:

Accepted 10 as follows:

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA,

Allen } SS:
COUNTY

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

Richard P. Bellch
Bidder or Agent VICE-PRESIDENT

For SCHMIDT ELECTRIC, Inc.
Firm or Corporation

Subscribed and sworn to before me this 5th day of February, 1974

My Commission Expires

January 14, 1977

Eleanor M. Galloway

REQUEST FOR PUBLICATION

News	X
Sentinel	X
Journal	X
Gazette	X
Other	

DATE January 15, 1974

Kindly publish the following advertisement on the dates as shown and issue invoice to *

* Department Board of Park Commissioners
8th Flr., City-County Bldg.
Address One Main St., Ft. Wayne, Ind. 46802

Department of Purchases
City of Fort Wayne

By *A.T. Demetroff*

BIDS WANTED - REFERENCE NO. 564

Sealed Proposals will be received by the City of Fort Wayne at the Office of Department of Purchases, Number One Main Street, Room 470, Fort Wayne, Indiana, until Wednesday, February 6, 1974 at 10:00 A.M.
for the following items:

1. Two asphalt multipurpose courts and adjacent asphalt walks
2. Two concrete Tennis Courts
3. Four Laykold surface Tennis Courts
4. Backstop for six hard surface Tennis Courts
5. Lighting for six hard surface Tennis Courts
6. One double Spiral Slide No. 1500-Material only
7. One Park Building-Material only

Bid Forms, specifications, etc., may be obtained upon application at the office and address given above.

A Bid Bond or Certified Check in the amount of \$ 5% of Bid
must be submitted with the bid.

Department of Purchases
City of Fort Wayne
By A.T. Demetroff
Director of Purchases

INSERT 1st RUN

REPEAT 2nd RUN

Type of Advertising Required

January 18, 1974

January 25, 1974

LEGAL NOTICE X



Argonaut Insurance Company

HOME OFFICE • MENLO PARK, CALIFORNIA

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, Schmidt Electric, Inc.

P.O. Box 2625 Station D, Fort Wayne, Indiana 46808

as Principal, and the ARGONAUT INSURANCE COMPANY, a corporation organized under the laws of the State of California, as Surety, are held and firmly bound unto Board of Park Commissioners,

8th Floor City County Building, One Main St. Ft. Wayne 46808 (hereinafter called the obligee)

in the full and just sum of FIVE PER CENT OF AMOUNT BID- - - - Dollars, (\$ 5%)

for the payment whereof in lawful money of the United States, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said PRINCIPAL has submitted the accompanying bid for Tennis court
lighting in City Park

Reference # 564

NOW, THEREFORE, if the said contract be awarded to the Principal and the Principal shall, within such time as may be specified, enter into the contract in writing, and give bond, with surety acceptable to the Obligee for the faithful performance of the said contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and Sealed this 6th day of February 19 74

SCHMIDT ELECTRIC, INC.

By Richard C. Bell

ARGONAUT INSURANCE COMPANY

By Sylvia Fodor

Sylvia Fodor

ATTORNEY-IN-FACT

Argonaut Insurance Company

HOME OFFICE • MENLO PARK, CALIFORNIA

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That ARGONAUT INSURANCE COMPANY, a corporation organized and existing under the laws of the State of California, and having its principal office in Menlo Park, California, does hereby constitute and appoint

THOMAS R. WILEY and SYLVIA FODOR, individually

of Chicago, Illinois

its true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed, at any place within the United States, or, if the following line be filled, only within the area therein designated

any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations within the United States, in any amount

And said Company hereby ratifies and confirms all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents.

This appointment is made under and by authority of the following Resolution passed by the Board of Directors of said Company at a meeting held at the principal office of said Company, a quorum being present and voting, on the seventh day of July, 1959, which resolution is still in effect:

"RESOLVED, that the President or any Vice President, in conjunction with the Secretary or any Assistant Secretary, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected Officers of the Company in their own proper persons."

IN WITNESS WHEREOF, ARGONAUT INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, and its Assistant Secretary, this 11th day of April 1972

CERTIFICATE OF ADOPTION

STATE OF Illinois

COUNTY OF Cook

On this 6th day of February, 1974, before me personally appeared

Sylvia Fodor
Attorney-in-Fact
Argonaut Insurance Company

the corporation executing the above instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath stated that the seal affixed is the seal of said corporation and that it was affixed and that he executed said instrument by order of the Board of Directors of said corporation.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my OFFICIAL SEAL, the day and year first above written.

(SEAL)

Notary Public, residing at Chicago, Illinois
(Commission expires July 11, 1977)

S-103 12/62



Notary Public

I, the undersigned Secretary of Argonaut Insurance Company, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in force and effect.

And I do hereby further certify that the Certification of this Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Board of Directors of the Argonaut Insurance Company:

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES

Number One Main St., Ft. Wayne, Ind. 46802

INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.*

*Mail all replies and correspondence, etc. to Attn. of

A.T. Demetoff

DEPARTMENT OF PURCHASES

Room 950, Number One Main St., Ft. Wayne, Ind. 46802

REQUIRED FOR DELIVERY TO:

Department
or Division

Board of Park Commissioners

8th Fl., City-County Bldg.

One Main St., Ft. Wayne, Ind. 46802

Address

RETURN ORIGINAL TO THE CITY—RETAIN DUPLICATE COPY FOR YOUR FILE

Closing
Time of Bids Wednesday, February 6, 1974 at 10:00 A.M.

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 14606. PRICES SHOULD NOT INCLUDE THESE TAXES See "Instructions to Bidders" No. 10 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
		Open Space Land Program - Part I		
		H.U.D. Project No. OSC-1008, Resolution No. R-41-73		
		Lump Sum Bid for:		
		1. Two asphalt multipurpose courts (90'x90') and adjacent asphalt walks.		
		2. Two concrete Tennis Courts (105'x120').		
		3. Four Laykold surface Tennis Courts (210'x120').		
		4. Backstop for six hard surface Tennis Courts.		
		5. Lighting for six hard surface Tennis Courts.		
		6. One Double Spiral Slide No. 1500 - Material only.	\$4,175.00	\$4,175.00
		7. One Park Building - Material only. G.T. #2500	\$5995.00	\$5,995.00
		ALTERNATES-See Letter Attached		
		Quoting per specifications attached.		

id Bond required ☐ NO ☒ YES 5% of Bid Performance Bond ☐ NO ☒ YES
See instruction item No. 16 on reverse side hereof.
Days NET % cash discount if paid within 30 days from delivery and acceptance of goods or completion of services.

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the price set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within 45 days from receipt of order ☒ or sooner

IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here:

HERBERT JENNINGS, INC.

Signature of Company Executive Vice
For Herbert Jennings, Inc. Title President

Address 811 Anderson RoadLitchfield, MichiganDate 1/23/74Page 1 of 5Ref. No. 564Date January 15, 1974

Date wanted _____

As Soon As Possible

Fund
Appropriation No. 72

GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.
2. **Applicable Laws:** The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.
3. **Workmen's Compensation:** Insofar as Workmen's Compensation Act is concerned, the bidder or contractor agrees to furnish an official certificate from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the Bid Document.

4. **Infringements and Indemnifications:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and be further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.

To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is set forth in the Bid Document.

5. **Pricing:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.
6. **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.
7. **Specifications:** Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.

References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.

8. **Samples:** Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.
9. **Cash Discounts:** Time in connection with cash discount offered, will be computed from date of delivery and acceptance at final destination or from date properly executed claim voucher is received, if the latter date is later than the date of delivery and acceptance.
10. **Taxes:** The City is generally exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind if applicable. Prices should not include tax. The City will pay such taxes as are applicable to this purchase. Exemption forms will be furnished wherever necessary. Taxes wherever indicated and which are applicable to this purchase, will not be subject to any trade or cash discounts.

11. **Bid Informalities and Rejection:** The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.
12. **Award:** Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.
13. **Payments:** Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.

14. **Bidder's Signatures:** Each proposal form must be signed by the bidder with his usual signature. All signatures should be in full. Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a., Smith-Jones Company, by John Jones, a partner".

Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the matter.

15. The successful bidder, or contractor, agrees that he will comply with Indiana Acts 1931, chapter 203, section 10, being Burns Indiana Statute 40-2315-1934 supplement requiring such bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, terms, conditions, or privileges of employment because of race, color, religion, national origin or ancestry.

16. Unless otherwise specifically indicated under the individual listing in the legal advertisement or invitation to bid, all bids shall be subject to the following.

- a) A Bid bond, deposit of cash, certified check or Bank Cashiers Check, in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division thereof.
- b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or to the contracting division thereof, in the amount specified in the notice of bids wanted or the invitation to bid, as a guarantee for the faithful performance thereof.

17. **Submission and Receipt of Bids:**

- a) Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the invitation.
- b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.
- c) Bidders are requested to use the Bid Envelope if furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes should be sealed with information on the face of the Bid Envelope to identify the bid, e.g., Bid Reference number and date of closing and City Agency involved.
- d) Separate proposals must be submitted on each reference number.
- e) Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.

Accepted _____ Date _____
Board-Committee on Purchasing, etc.
Rejected _____ Date _____
Board-Committee on Purchasing, etc.

NON-COLLUSION AFFIDAVIT

MICHIGAN
 STATE OF ~~INDIANA~~ }
 ----- HILLSDALE COUNTY } SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

Herbert V. Jennings
Exec. V. Pres.

 Bidder or Agent

For Herbert Jennings, Inc.

 Firm or Corporation

Subscribed and sworn to before me this 21st day of Jan, 1934

My Commission Expires

 THOMAS T. HILL, NOTARY P.B.,
 HILLSDALE COUNTY, MICHIGAN
 COMMISSION EXPIRES NOV. 1934

Thomas T. Hill

PROPOSAL AND BID SURETY FORM

PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of Five hundred ten & no/100

..... Dollars,
to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

BID CHECK (ALTERNATE FORM OF SURETY):

Certified ☐

Cashiers ☐

Check No. in the sum of

..... Dollars

..... Bank

of is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond.

Note: If Check is used as Bid Surety—Attach here.

SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

OTHER PARTIES INTERESTED IN THIS PROPOSAL

(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

BIDDER
AND
PRINCIPAL

Herbert Jennings, Inc.

Name of Bidder—Print or Type

By Herbert Jennings
Signature of Person Authorized to Sign

Title President

811 Anderson Road

Street Name and Number

Litchfield, Michigan

City, State and Zip Code

Date Jan - 21 - 1974

Fidelity and Deposit Company of Maryland

Name of Company — Print or Type

Incorporated in the State of Maryland

Edmund J. Sumnar
Address Baltimore, Maryland

By Edmund J. Sumnar
Sign on this Line Edmund J. Sumnar

SURETY

Witnessed by:

Alfred J. Daffner

January 21, 1974

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE, BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by JOHN C. GARDNER, Vice-President, and C. M. PECOT, JR., Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The President, or any one of the Executive Vice-Presidents, or any one of the additional Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto."

does hereby nominate, constitute and appoint John R. O'Meara and Edmund J. Sumnar, both of Hillsdale, Michigan, EACH.....

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, each in a penalty not to exceed the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000).....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of John R. O'Meara and Edmund J. Sumnar, dated June 20, 1967.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 3rd.....day of January....., A.D. 1973.....

ATTEST: FIDELITY AND DEPOSIT COMPANY OF MARYLAND

(SIGNED)

C. M. PECOT, JR.
Assistant Secretary

By.....JOHN C. GARDNER
Vice-President

(SEAL)

STATE OF MARYLAND } ss:
CITY OF BALTIMORE

On this 3rd day of January, A.D. 1973, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and say, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.

(SIGNED)

.....GLORIA J. COLEMAN.....

(SEAL)

Notary Public Commission Expires July 1, 1974

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 21st.....day of January....., 1974

C. M. Pecot, Jr.
Assistant Secretary



PARK • PLAYGROUND • SCHOOL EQUIPMENT

Herbert Jennings, Inc.

Box 308
Litchfield, Michigan 49252
Area (517) 542-2916

January 21, 1974

City of Fort Wayne
Department of Purchases
Room 470, City-County Bldg.
One Main Street
Fort Wayne, Indiana 46802

Gentlemen:

Thank you for giving us an opportunity to quote on equipment for the City of Fort Wayne on Ref. No. 564 dated January 15, 1974.

We are quoting ALTERNATES on Item #7:

G.T. #2600 Basic Bldg. \$7,995.00

OR

G.T. #2580 Octagonal Park Shelter \$4,095.00

OR

G.T. #2680 Octagonal Park Shelter \$5,595.00

Delivered to Fort Wayne, Indiana.

Sincerely yours,

Herbert V. Jennings
Executive Vice President

// HVJ/ab



Representing **GAME TIME INC.**

SERVING THE NATION'S SCHOOLS & PARKS FOR OVER 20 YEARS

Admin. Appr. ✓

DIGEST SHEET

suspension of Rules
S-74-02-20

TITLE OF ORDINANCE _____

DEPARTMENT REQUESTING ORDINANCE Park Department

SYNOPSIS OF ORDINANCE An Ordinance approving certain bid documents with
Moellering Construction Co., Silkworth Construction Co., Arrow Fence, Schmidt Electric Co.,
and Herbert Jennings Co. for construction of tennis courts and supplying certain items
of equipment for Open Space Project OSC-1008 in various City parks. These bids were
the lowest and best of those received meeting all specifications and instructors to
bidders.

EFFECT OF PASSAGE Provide additional and improved park facilities and services
and provides a step toward completion of the HUD Open Space Project.

EFFECT OF NON-PASSAGE Open Space Project is halted and the improved park
facilities, additions, and improved services cannot be provided.

MONEY INVOLVED (Direct Costs, Expenditures, Savings) \$116,372.00.

ASSIGNED TO COMMITTEE (J.N.) Finance